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ABSTRACT

This agreement was made on December 18, 1974 between Wagner College and the Wagner College Chapter of the American Association of University Professors. Articles of the agreement include: guarantee of rights, academic ranks, faculty work, faculty appointments, professional evaluation, tenure, dismissal, powers of the faculty, academic departments, salary and fringe benefits, leaves of absence, retirement, college calendar, and grievance and arbitration procedures. The duration of the agreement is until August 31, 1977. (PG)

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WAGNER COLLEGE – A.A.U.P. CONTRACT

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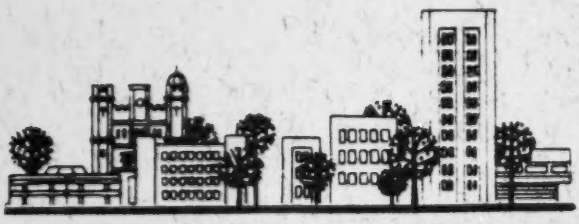

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AGREEMENT

-between-

WAGNER COLLEGE

-and-

THE WAGNER COLLEGE CHAPTER OF
THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

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AGREEMENT

THIS AGREEMENT is made this 18th day of December, 1974, between Wagner College and the Wagner College Chapter of the American Association of University Professors.

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ARTICLE I

DEFINITIONS

As used in this Agreement:

(i) "Board" means the Board of Trustees of Wagner College.

(ii) "Chapter" means the Wagner College Chapter of the American Association of University Professors.

(iii) "College" means Wagner College.

(iv) "President" means the President of the College.

(v) "Academic Dean" means the Academic Dean of the College or the person who discharges the duties and responsibilities assigned to the Academic Dean in this Agreement.

(vi) "Academic Officers" means the President, the Vice-President, the Academic Dean, the Chaplain, and persons, other than faculty members, holding academic rank in a department.

(vii) "Administrative officers" means all academic officers and other persons appointed by the Board or the President to whom decision- making authority is assigned.

(viii) "Faculty" means all regular full-time members of the instructional staff, including department

chairmen, of the College.

(ix) "Ex officio faculty" means all academic officers, all temporary full-time members of the instructional staff, and all part-time members of the instructional staff.

(x) "Academic Year" means two semesters, of approximately equal length, between September 1 and the day after the spring commencement or May 31, whichever is earlier.

ARTICLE II

RECOGNITION

Pursuant to the Certification in Case No. 29-RC-2310 issued by the National Labor Relations Board, the College recognizes the Chapter as the exclusive bargaining representative of all regular full-time members of the instructional staff, including department chairmen, of the College.

ARTICLE III

DEDUCTION OF PROFESSIONAL DUES

1. The College agrees to deduct at least monthly the professional dues of faculty members levied in accordance with the Constitution and By-Laws of the Chapter in the amount certified by the Treasurer of the Chapter from the academic year salary paid to each faculty member, who, through the Treasurer

of the Chapter, executes and submits to the College the "Authorization for Deduction of Professional Dues" form annexed to this Agreement as Exhibit "A."

2. The College shall furnish to the Treasurer of the Chapter by the 20th day of each month the dues deducted prior to the 5th day of that month along with a list of names of those faculty members, if any, for whom dues previously have not been deducted.

3. The Chapter agrees to hold harmless and to indemnify the College for any liability arising from the deduction of dues for which the Chapter is responsible.

ARTICLE IV

GUARANTEE OF RIGHTS

Neither the College nor the Chapter shall discriminate against any faculty member in violation of state or federal law.

ARTICLE V

RIGHTS RESERVED TO THE COLLEGE

1. Except as otherwise provided in this Agreement, including those provisions in the Faculty Handbook incorporated in this Agreement by reference, the College reserves all rights

to publish, implement and enforce all rules, regulations, policies, and procedures, to manage the College, including the faculty, and, in all other respects to carry out the functions of management.

2. By not exercising the rights reserved to the College pursuant to Section 1 of this Article, or, by exercising these rights in a specific manner, the College shall not be deemed to have waived these rights nor be deemed to have waived the exercise of these rights in another manner.

3. Except as otherwise provided in this Agreement, including those provisions in the Faculty Handbook incorporated in this Agreement by reference, the Faculty Handbook and any other statement relating to the working conditions of faculty members are not part of this Agreement and may be amended unilaterally by the College. Nevertheless, the College recognizes that the Faculty Handbook is a guide for the conduct of faculty affairs and encourages its continued use including, but not limited to, the operation of the committees referred to in the Handbook.

ARTICLE VI

RIGHTS OF THE CHAPTER

1. The Chapter shall have the right to conduct official business on the property of the College, provided that this business does not interfere with the normal operations of the College.

2. The Chapter shall have the right to use rooms in buildings of the College at all reasonable hours for meetings and other official business, provided that the policies of the College pertaining to the use of these rooms and applying to all College-recognized organizations are followed.

3. The Chapter shall have the right to use other facilities of the College and services of the College, provided that the policies of the College pertaining to the use of these other facilities and services and applying to all College-recognized organizations, except College-recognized student organizations, are followed.

4. The Chapter shall have the right to post official notices on bulletin boards designated by the College for this purpose.

ARTICLE VII

ACADEMIC RANKS

1. All faculty members shall be classified in one of the four traditional academic ranks: professor, associate professor, assistant professor, and instructor.

2. All temporary full-time members of the instructional staff of the College shall be classified in the academic rank of "visiting professor".

3. All part-time members of the instructional staff of the College shall be classified in the academic rank of adjunct professor, adjunct associate professor, adjunct assistant professor, or lecturer.

ARTICLE VIII

WORK OF THE FACULTY

1. The faculty shall teach credit hours, except that temporary full-time members of the instructional staff, part-time members of the instructional staff, and academic officers may teach credit hours subject to the provisions of Sections 2, 3 and 4 of this Article respectively.

2. (a) The President may appoint temporary full-time members of the instructional staff on an annual basis. Temporary full-time members of this instructional staff shall not be reappointed.

(b) Except in unusual circumstances, temporary full-time members of the instructional staff appointed by the President shall be recommended as academically qualified by the academic department in which they are to serve. Where unusual circumstances exist, the President may appoint temporary full-time members of the instructional staff not recommended as academically qualified by the academic department after consultation with and review by the Faculty Personnel Committee

(c) All temporary full-time members of the instructional staff shall be assigned to an academic department.

3. (a) The President may appoint part-time members of the instructional staff for a term of one semester. Part-time members of the instructional staff may be reappointed on a semester to semester basis.

(b) Except in unusual circumstances, part-time members of the instructional staff appointed or reappointed by the President shall be recommended as academically qualified by the academic department in which they are to serve. Where unusual circumstances exist, the President may appoint or reappoint part-time members of the instructional staff not recommended as academically qualified by the academic department after consultation with and review by the Faculty Personnel Committee.

(c) The number of credit hours taught by part-time members of the instructional staff in any academic department shall be determined by the Academic Dean, after consultation with and review by the academic department.

(d) All part-time members of the instructional staff shall be assigned to an academic department.

4. Academic officers may teach one course a semester in the department in which they hold academic rank

if they are otherwise qualified to teach that course.

ARTICLE IX

FACULTY APPOINTMENTS

A. Procedures

1. Where the appointment of a faculty member has been authorized by the President, recommendations concerning the appointment of the faculty member, including academic rank and salary, shall be made by the Academic Dean to the President after consultation with the academic department in which the faculty member is to serve.

2. Prior to the search for applicants for a faculty position, the Academic Dean shall determine the qualifications and background requirements of applicants after consultation with the academic department in which the faculty member is to serve.

3. The primary responsibility for identifying and evaluating applicants for a faculty position shall rest with the academic department in which the faculty member is to serve.

4. A faculty member appointed by the President shall be recommended as academically qualified by the academic department in which the faculty member is to serve except in unusual

circumstances. Where unusual circumstances exist, the President may appoint a faculty member not recommended as academically qualified by the academic department after consultation with and review by the Faculty Personnel Committee.

B. Conditions and Terms of Faculty Appointments

1. Except in unusual circumstances, all appointments shall be effective the beginning of the academic year or the beginning of the second semester.

2. All appointments shall be for one (1) academic year if they are effective the beginning of the academic year or for the remainder of the academic year in which they are made.

3. Upon his appointment, a faculty member shall receive a written copy of the terms of his appointment including a copy of this Agreement and the then current Faculty Handbook. He shall receive a written copy of any subsequent modification of the terms of his appointment.

C. Criteria for Faculty Appointments In An Academic Rank

1. Appointment in the academic rank of instructor shall require a master's degree.

2. Appointment in any academic rank other than instructor shall normally require an earned doctorate. However, when the position to be filled requires professional competencies which are neither required for nor demonstrated by the earned doctorate, evidence that the candidate possesses these competencies to a high degree shall be accepted in place of the earned doctorate.

ARTICLE X

FACULTY REAPPOINTMENTS AND PROMOTIONS

A. Procedures

1. Between November 1 and November 30 of each academic year, each academic department shall evaluate:

(i) nontenured faculty members in the department for the purpose of recommending reappointment or non-reappointment except those nontenured faculty members in their second year of teaching at the College who shall be evaluated between September 15 and September 30; and

(ii) faculty members in the department who inform the chairman of the department in writing by September 15 that they wish to be considered for promotion for the purpose of recommending promotion or no promotion.

2. A faculty member shall be informed by his department chairman of the recommendation of the department

in his case. The department chairman shall inform the faculty member of the reasons for the department's recommendation if the faculty member requests a statement of reasons. A written request shall be answered in writing.

3. The department chairman shall send each departmental recommendation, a statement of reasons in support of the recommendation, and all evaluation material relating to the recommendation to the Academic Dean no later than December 15, except that these documents, if they concern the reappointment or non-reappointment of nontenured faculty members in their second year of teaching at the College, shall be sent to the Academic Dean no later than October 15.

4. (a) In cases where a departmental recommendation concerns promotion, the Academic Dean may request letters of evaluation from faculty members outside of the department.

(b) A faculty member shall have the right to read these letters of evaluation after they are submitted to the Academic Dean and these letters then shall be placed in the faculty member's Performance File.

5. The Faculty Personnel Committee shall review the recommendations of each department between January 5 and February 5, except that recommendations concerning the reappointment or non-reappointment of nontenured faculty members in their

second year of teaching at the College shall be reviewed between November 1 and November 15.

6. A faculty member shall be informed by the Academic Dean of the recommendation of the Faculty Personnel Committee in his case. If the recommendation of the Faculty Personnel Committee is different from the recommendation of the department, the Academic Dean shall inform the faculty member of the reasons for the Committee's recommendation if the faculty member requests a statement of reasons. A written request shall be answered in writing.

7. The Academic Dean shall send each recommendation of the Faculty Personnel Committee, a statement of reasons in support of the recommendation, and all evaluation material relating to the recommendation to the President no later than February 5, except that recommendations concerning the reappointment or non-reappointment of nontenured faculty members in their second year of teaching at the College shall be sent to the President no later than November 16.

8. If the President accepts the recommendation of the Faculty Personnel Committee, he shall inform the Academic Dean of his decision. The Academic Dean shall notify the Faculty Personnel Committee and the faculty member of the President's decision in writing.

9. (a) Except as otherwise provided in Article XXVIII (Reduction of Faculty), if the President rejects a recommendation of the Faculty Personnel Committee, he shall inform the Academic Dean of his decision and of the reasons for his decision in writing. The President shall return all evaluation materials relating to the recommendation to the Academic Dean. The Academic Dean shall inform the faculty member of the President's decision in writing.

(b) Within fifteen (15) working days of receipt of the President's decision and statement of reasons, the Academic Dean shall reconvene the Faculty Personnel Committee and the Committee shall reconsider its recommendation in light of the President's reasons. The Academic Dean shall inform the faculty member of the recommendation on reconsideration of the Committee. If the recommendation on reconsideration of the Committee is different from the initial recommendation of the Committee, the Academic Dean shall inform the faculty member of the reasons for the Committee's recommendation on reconsideration if the faculty member requests a statement of reasons. A written request shall be answered in writing.

(c) The Academic Dean shall send the recommendation on reconsideration of the Faculty Personnel Committee, a statement of reasons in support of the recommendation, and all evaluation materials relating to the recommendation to the President.

(d) After reviewing the recommendation on reconsideration of the Faculty Personnel Committee and the statement of reasons, the President shall inform the Academic Dean of his final decision and of the reasons for his final decision in writing within fifteen (15) working days of receipt of the Committee's recommendation on reconsideration and statement of reasons. The Academic Dean shall show these documents to the Faculty Personnel Committee. The Academic Dean shall inform the faculty member promptly of the President's final decision in writing. The Academic Dean shall inform the faculty member of the reasons for the President's final decision if the faculty member requests a statement of reasons. A written request shall be answered in writing.

(e) The final decision of the President shall be final and binding and shall not be subject to the provisions of Article XXXII (Grievance and Arbitration) of this Agreement.

10. To the extent possible, these procedures shall be followed with respect to the first reappointment or the non-reappointment of a faculty member appointed after September 1.

11. To the extent possible, these procedures shall be followed with respect to the reappointment or non-reappointment and/or promotion of a faculty member during the 1974-75 academic year. Where it is not possible to follow these procedures, alternative procedures, consistent

with the intent of these provisions, shall be agreed to by the College and the Chapter.

B. Notice of President's Decision Not to Reappoint

1. A faculty member in his first year of teaching at the College shall be informed promptly but no later than March 15 of the initial decision of the President not to reappoint him.

2. A faculty member in his second year of teaching at the College shall be informed by December 15 of the initial decision of the President not to reappoint him.

3. (a) A faculty member in his third or subsequent year of teaching at the College shall be informed promptly but no later than March 15 of the initial decision of the President not to reappoint him.

(b) A faculty member given timely notice pursuant to Part B, Section 3(a) of this Article shall be granted a terminal reappointment by the College for the succeeding academic year if the President's final decision is not to reappoint him.

ARTICLE XI

PROFESSIONAL EVALUATION

A. Criteria for Reappointment and Promotion

1. (a) The criteria for reappointment in the academic rank of instructor or promotion to the academic rank of assistant professor are:

(i) demonstrated excellence in teaching and related student contacts; and

(ii) progress towards the doctorate, if not yet attained, or other evidence of the faculty member's advancement in his field. (criterion for reappointment only);

(iii) the earned doctorate, except that the doctorate may be waived for a faculty member who can show evidence of outstanding attainments within his field or who has attained the usual terminal degree in his field and this degree is not the earned doctorate. (criterion for promotion only).

(b) No faculty member shall remain in the academic rank of instructor for more than six (6) years.

2. (a) The criteria for reappointment in the academic rank of assistant professor or promotion to the academic rank of associate professor are:

(i) Demonstration of a capacity for continual growth and development, as indicated in the following areas:

(a) Teaching excellence--as shown in:

efforts to improve methods and contents of established courses;

creation of new courses and methods, in line with developments within the discipline;

student responses, as evidenced in formal evaluations and informal reactions;

peer judgments of teaching performance and professional conduct.

(b) Professional development--as shown in:

publications or public performances; or exhibits;

unpublished research;

membership and participation in professional organization;

peer judgments of competence within the field.

(c) College community life--as shown in:

committee work;

work within the department;

informal involvement in student and faculty affairs.

(d) Community activities--as shown in:

community services involving the faculty member's discipline;

participation in College extension programs;

general community services.

(ii) four (4) years of teaching in the rank of assistant professor at the College, except that in cases of prior service at another institution of higher education or in cases of special merit, the faculty member may be promoted more rapidly (criterion for promotion only).

(b) The faculty member is not expected to be equally active in all of the areas stated in Part A, Section 2(a)(i) of this Article; yet, each area will be considered for evidence of his continual growth and development.

3. (a) The criteria for reappointment in the academic rank of associate professor and professor or promotion to the academic rank of professor are:

(i) Demonstration of leadership qualities, as indicated in the following areas:

(a) Leadership in his discipline--as shown in:

significant publications or outstanding performances, or exhibits;

significant unpublished research;

offices held in professional organization;

papers read to professional organizations;

peer judgments of his contributions to the discipline.

(b) Leadership in the College community--as shown in:

chairmanship of committees;

department chairmanship;

contributions to the development of his department in general;

contributions to the development of the College in general;

peer judgments of his effectiveness in the College community.

(c) Community leadership--as shown in:

direction of community services involving his discipline;

responsibilities and offices in community and national organizations serving the public;

general public recognition and acclaim.

(ii) five (5) years of teaching in the rank of associate professor at the College, except that in cases of prior service at another institution of higher education or in cases of special merit, the faculty member may be promoted more rapidly (criterion for promotion only).

(b) The criterion of leadership requires that the faculty member has not only demonstrated his competence as a teacher and scholar but that he has shown

an ability to use initiative in guiding and developing work in the areas stated in Part A, Section 3(a)(i) of this Article.

(c) The faculty member is not expected to be equally active in all of the areas stated in Part A, Section 3(a)(i) of this Article; yet each area will be considered for evidence of continual growth and development.

4. (a) In determining whether or not to recommend a faculty member for reappointment and/or promotion, the academic department in which the faculty member serves and the Faculty Personnel Committee shall consider only the criteria stated in Part A of this Article.

(b) Except as otherwise provided in Article XXIX (Reduction of Faculty) of this Agreement, in making his decision as to whether to reappoint and/or to promote a faculty member, the President shall consider only the criteria stated in Part A of this Article.

B. Materials of Evaluation

Written evaluation materials shall consist only of the following:

1. The results of faculty opinion questionnaires which shall be in the form of a summary written by the chairman of the department in which a faculty member to be evaluated

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serves or the chairman's designee, who shall be a faculty member in the department.

(i) The faculty opinion questionnaire shall be designed by the faculty to measure a faculty member's professional competence and shall be administered annually during the last two weeks in October.

(ii) The faculty opinion questionnaire shall be completed for each nontenured faculty member to be evaluated that academic year and for tenured faculty members who request that they be considered for promotion, pursuant to Article X, Part A, Section 1(ii) of this Agreement, by the faculty member himself and all faculty members in his department.

(iii) The summary of faculty opinion questionnaires shall be of questionnaires administered during the October immediately preceding the evaluation.

(iv) The summary shall be placed in the faculty member's Performance File at least ten (10) days prior to the date of his evaluation by the Personnel Committee. At the request of the faculty member, the Academic Dean shall review the summary for accuracy and if he decides that the summary is inaccurate, the Academic Dean shall so state in writing and place this statement in the faculty member's Performance File.

2. The results of student opinion questionnaires which shall be in the form of a summary written by the chairman of the department in which a faculty member to be evaluated serves or the chairman's designee, who shall be a faculty

member in the department.

(i) The student opinion questionnaire shall be designed by the faculty to measure a faculty member's competence as a teacher in the opinion of his students and shall be administered each semester during a regular class period of each course taught by the faculty member. During the first semester, the student opinion questionnaire shall be administered by the Office of the Academic Dean during the last two weeks in October.

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(ii) The student opinion questionnaire shall be completed for each faculty member by his students and a copy of the results of the completed questionnaire shall be filed with the Office of the Academic Dean.

(iii) The summary of student opinion questionnaires shall be of questionnaires administered during the semester immediately preceding the semester during which the evaluation occurs.

(iv) The summary and a copy of the results of the completed questionnaires shall be placed in the faculty member's Performance File at least ten (10) days prior to the date of his evaluation by the Personnel Committee.

3. Classroom observation reports.

(i) The classroom observation report shall be designed by the faculty to measure a faculty member's teaching competence in the opinion of his colleagues and shall be administered annually during the last two weeks of October in a regular class period in a course selected by the faculty member who shall have at least forty-eight (48) hours notice before the observation.

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(ii) The classroom observation report shall be completed for each nontenured faculty member to be evaluated that academic year and for tenured faculty members who request that they be considered for promotion, pursuant to Article X, Part A, Section 1(a)(ii) of this Agreement, by the chairman of the department in which a faculty member to be evalauted serves or the chairman's designee, who shall be a faculty member in the department, and another member of the department if requested by the faculty member.

(iii) The classroom observation report shall be placed in the faculty member's Performance File at least ten (10) days prior to the date of his evaluation by the Personnel Committee.

4. Faculty opinion questionnaires in those cases where the Academic Dean has determined that the department chairman's summary is inaccurate.

5. Department's, Faculty Personnel Committee's, and President's recommendation and statement of reasons.

6. The faculty member's Performance File.

C. To the extent possible, the provisions of this Article shall be followed in the academic year 1974-75. Where it is not possible to follow the provisions of this Article, alternative provisions, consistent with the intent of these provisions, shall be agreed to by the College and the Chapter.

ARTICLE XII

FACULTY PERFORMANCE FILE

1. A Performance File shall be maintained for each faculty member in the Office of the Academic Dean. In addition to the Performance File, the College shall continue to maintain a Personnel File.

2. The College may place in a faculty member's Performance File materials relating to the faculty member's teaching performance and professional development. A faculty member may place in his Performance File materials relating to his teaching performance and professional development.

3. A faculty member shall have the right to review any material placed in his Performance File. A faculty member shall have the right to attach comments and/or a rebuttal statement to material placed in his Performance File. A faculty member shall have the right to have material placed in his Performance File reproduced at his expense by himself or by the College, at the College's discretion.

4. Material compiled by the College prior to September 1, 1974 relating to a faculty member's teaching performance and professional development may be included in the faculty member's Performance File at the discretion of the College.

ARTICLE XIII

TENURE

1. After at least three (3) years of full-time teaching at the College and a total of six (6) years of full-time teaching in higher education, a faculty member who has been reappointed, other than a terminal reappointment, for a seventh year or who, during the term of this Agreement, is reappointed, other than a terminal reappointment, for a seventh year has tenure or shall have tenure at the end of that year.

2. (a) The Faculty Personnel Committee may recommend reappointment with tenure earlier than is provided in Section 1 of this Article in cases of special merit which shall include but is not limited to cases where the faculty member has taught full-time at another institution of higher education for a period of at least four (4) years and his total number of years of full-time teaching is six (6) or more.

(b) A recommendation for reappointment with tenure pursuant to Section 2(a) of this Article shall be in the sole discretion of the Faculty Personnel Committee except that reappointment with tenure must be recommended by the department in which the faculty member serves.

(c) In acting upon a recommendation of the Faculty Personnel Committee for reappointment with tenure pursuant to Section 2(a) of this Article, the President and the Board shall adhere to the requirement of Article X, (Faculty Reappointments and Promotions) of this Agreement and Article XI (Professional Evaluation) of this Agreement.

3. A tenured faculty member shall have continuous reappointment, unless he resigns or retires, is terminated pursuant to Article XXVIII(Reduction of Faculty) of this Agreement, or is discharged pursuant to Article XIV (Faculty Discipline) of this Agreement.

ARTICLE XIV

FACULTY DISCIPLINE

A. Basis

A faculty member may be discharged (as distinguished from not reappointed) or suspended only for the following reasons:

(i) serious professional misconduct;

(ii) incompetence; or

(iii) physical or emotional inability, which is not temporary, to perform his academic duties.

B. Procedures

1. If the College determines that the dismissal or suspension of a faculty member may be warranted, the matter shall be discussed informally in a private conference between the President or his designee and the faculty member and another faculty member, if the faculty member wishes, who shall be selected by the faculty member.

2. (a) If the matter is not disposed of by mutual agreement as a result of the private conference, the President shall request the Faculty Affairs Committee to conduct an informal inquiry into the matter.

(b) The Faculty Affairs Committee shall attempt to dispose of the matter by effecting an agreement between the President or his designee and the faculty member. If no agreement can be reached, the Faculty Affairs Committee shall inform the President of its recommendation as to whether formal proceedings should be instituted.

3. (a) If, after receipt of the recommendation of the Faculty Affairs Committee, the President decides to institute formal proceedings against the faculty member, he shall send the faculty member a statement of the charges against him and a statement of the discipline he seeks to impose.

(b) Within ten (10) days of receipt of the statements, the faculty member may request a hearing on

the charges before the Faculty Hearing Committee. This request shall be made in writing and a copy shall be sent to the President and to the President of the Chapter.

(c) If the faculty member requests a hearing before the Faculty Hearing Committee, his request shall be granted and the Faculty Hearing Committee shall hear the charges in accordance with the provisions of Part B, Section 4 of this Article.

(d) If a faculty member is suspended pending final action by the Faculty Hearing Committee, he shall continue to be paid.

(e) If the faculty member does not request a hearing before the Faculty Hearing Committee within ten (10) days of receipt of the President's statements but in a letter to the Faculty Hearing Committee denies the charges against him or asserts that the charges do not support a "just cause", the Faculty Hearing Committee shall evaluate all available evidence and shall make its decision on the basis of evidence in the record.

4. (a) Not earlier than thirty (30) days but not later than sixty (60) days after receipt of the faculty member's request for a hearing, the Committee shall conduct the hearing and shall render its decision unless the Committee decides to extend the period during which it shall conduct the hearing. This extension shall not exceed sixty (60) days.

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The immediately preceeding two sentences are subject to the proviso that, during the summer months, the Committee can convene.

(b) The Committee shall establish rules and regulations for the conduct of the hearing conforming to those stated in paragraphs 5 and 6 of the Procedural Recommendations Section of the 1958 AAUP Statement on Procedural Standards in Faculty Dismissal Proceedings.

5. (a) The Faculty Hearing Committee shall send its decision and the reasons for its decision to the faculty member concerned and to the President.

(b) Within twenty (20) days of receipt of the decision of the Faculty Hearing Committee, the President shall inform the Committee of his decision in writing. If the President rejects the decision of the Committee, he shall inform the Committee of the reasons for his decision in writing. The President shall also inform the faculty member concerned of his decision in writing. If the President rejects the decision of the Committee he shall inform the faculty member of the reasons for his decision if the faculty member requests a statement of reasons. A written request shall be answered in writing.

(c) Within twenty (20) days of receipt of the President's decision, if the President rejects the

decision of the Faculty Hearing Committee, and statement of reasons, the Committee shall reconsider its decision in light of the President's reasons. The Committee shall inform the faculty member concerned of its decision or reconsideration. The Committee shall inform the faculty member of the reason for the Committee's decision on reconsideration if the faculty member requests a statement of reasons. A written request shall be answered in writing.

(d) The Committee shall send its decision on reconsideration and a statement of reasons in support of its decision to the President.

(e) After reviewing the decision on reconsideration of the Faculty Hearing Committee and the statement of reasons, the President shall inform the Committee of his final decision and of the reasons for his final decision in writing. The President shall also inform the faculty member concerned of his final decision in writing. The President shall inform the faculty of the reasons for his decision if the faculty member requests a statement of reasons. A written request shall be answered in writing.

(f) The decision of the President shall be final and binding, and shall not be subject to the provisions of Article XXXII (Grievance and Arbitration).

C. Dismissal Salary or Notice

Unless the faculty member is dismissed for conduct

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which involves moral turpitude, he shall receive salary or notice of dismissal in accordance with the following schedule:

(i) at least three (3) months if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service;

(ii) at least six (6) months if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service;

(iii) at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure.

ARTICLE XV

FACULTY RESIGNATIONS

1. A faculty member may terminate his appointment or reappointment effective the end of the academic year, provided that he gives notice in writing at the earliest possible opportunity, but not later than May 1st or thirty (30) days after receiving notification of the terms of his reappointment for the coming academic year, whichever occurs later.

2. A faculty member may properly request a waiver of the notice requirement stated in Section (1) of this Article in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

ARTICLE XVI

POWERS AND ORGANIZATION OF THE FACULTY

A. Powers

1. (a) The faculty shall have primary responsibility for decisions in the areas of students' admissions requirements, curriculum, subject matter and methods of instruction, research, and those aspects of student life which relate to the academic process.

(b) With respect to decisions in the areas of students' admissions requirements, curriculum, subject matter and methods of instruction, research, and those aspects of student life which relate to the academic process, the power of review or of final decision which rests with the College should be exercised adversely only in exceptional circumstances. Where the College rejects a decision of the faculty in these areas, the President shall notify the faculty in writing of the decision and shall state the reasons for the decision.

(c) Within thirty (30) days of receipt of a communication described in Part A, Section 1(b) of this Article, the faculty may request the President or the Board to reconsider an initial adverse decision and may transmit to the President or to the Board its views on the matter under consideration.

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(d) If requested by the faculty, the Board or the President shall reconsider the initial adverse decision and shall inform the faculty of its decision on reconsideration in writing within thirty (30) days of receipt of the faculty's request for review.

2. The faculty shall establish the requirements for degrees offered in course, determine when the requirements have been met, and recommend to the President and the Board that degrees be granted, subject only to applicable federal, state, or local law.

3. The faculty may advise the President on any matter affecting the well-being of the College.

4. The faculty may delegate those of its powers it deems desirable to the Faculty Council in a manner consistent with the organizational structure described in Part B, Section 2 of this Article.

B. Organization

1. (a) There shall be general meetings of the faculty at regular intervals during the academic year. Special meetings of the faculty shall be called by the President or his designee on his own initiative or at the request of the Faculty Council. The President or his designee shall chair

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these meetings. All academic officers and other ex officio faculty members shall have the right to participate in these meetings. Academic officers and temporary full-time members of the instructional staff shall have the right to vote.

(b) The Faculty Council shall establish the rules by which meetings of the faculty shall be governed.

2. Except as otherwise provided in this Agreement and in this Article and subject to the following exceptions, the current organization of the faculty as set forth in the Faculty Handbook shall remain in effect during the duration of this Agreement, unless changed by mutual written consent of the Faculty Council and the College:

(i) There shall be meetings of the Faculty Council at regular intervals during the academic year. Special meetings of the Faculty Council shall be called by the President or his designee on his own initiative or on written petition of four (4) members of the Faculty Council. The President or the Academic Dean, or in their absence an academic officer designated by the President or the Academic Dean, shall chair these meetings.

(ii) Ex officio members of the Faculty Council and of faculty committees shall not have the right to vote.

(iii) The Faculty Council shall establish the rules by which its meetings and those of faculty committees shall be conducted.

(iv) Members of the Faculty Personnel Committee shall not, at the same time, serve as members of the Faculty Council.

(v) After service on the Faculty Personnel Committee, a faculty member shall be eligible for election to the Faculty Council.

3. (a) There is hereby established a Faculty Personnel Committee.

(b) The membership of this Committee shall be five (5) tenured faculty members, the Academic Dean, who shall serve as chairman of the Committee but shall not vote, and one additional academic officer appointed by the President who also shall not vote.

(c) The faculty shall establish the procedures by which faculty members of the Committee shall be elected by the faculty, except that no more than one faculty member of the Committee shall be elected from one academic department and the term of office of faculty members of the Committee shall be staggered so that after the initial election no more than three (3) faculty members begin their service at the same time. Except for the initial election, members of the Faculty Personnel Committee shall serve a term of three (3) years.

(d) The Faculty Personnel Committee shall exercise those duties assigned to it in this Agreement.

(e) Except as otherwise provided in this Agreement the Faculty Personnel Committee shall establish its own rules and regulations for the conduct of its business.

4. (a) There is hereby established a Faculty Hearing Committee.

(b) The membership of this Committee shall be five (5) tenured faculty members and five (5) tenured faculty member alternates.

(c) The faculty shall establish the procedures by which members and alternate members of the Committee shall be elected by the faculty, except that no more than one member of the Committee shall be elected from one academic department and the term of office of members of the Committee shall be staggered so that after the initial election no more than three (3) members begin their service at the same time. Except for the initial election, members of the Faculty Hearing Committee shall serve a term of three (3) years.

(d) The Faculty Hearing Committee shall exercise those duties assigned to it in this Agreement.

(e) Except as otherwise provided in Part B, Section 4 of Article XIV (Faculty Discipline) the Faculty Hearing Committee shall establish its own rules and regulations for the conduct of its business.

ARTICLE XVII

ACADEMIC DEPARTMENTS

1. Except as otherwise provided in this Agreement and in Sections 2 and 3 of this Article, the provisions entitled Academic Departments, Responsibilities of the Chairman, and Responsibilities of Other Members of the Department in the Faculty Handbook shall remain in effect during the duration of this Agreement unless changed by mutual written consent of the Faculty Council and the College.

2. Unless otherwise agreed to by faculty members in the department, all decisions of the department shall be by majority vote.

3. (a) The chairman of each department shall be elected in a secret ballot by a majority of faculty members in the department except those faculty members not returning for the succeeding academic year, provided however that in the event no candidate receives a majority vote on the third ballot, the names of those candidates receiving the two greatest number of votes shall be submitted to the President who shall appoint one of the candidates as department chairman or who shall appoint as department chairman a person not then a member of the faculty in accordance with the provisions of Part A, Section 4 of Article IX (Faculty Appointments).

(b) A department chairman shall serve for two years commencing July 1 following his election. A department chairman may be re-elected for one or more additional two year terms.

(c) Except as otherwise provided in Section 3(a) of this Article, the chairman of each department shall be elected from among faculty members in the department who hold the academic rank of assistant professor, associate professor, or professor.

(d) The election of department chairmen shall take place at the regularly scheduled April meeting of the department. The vote shall be by secret ballot and the Academic Dean or his designee shall preside at the election. The Academic Dean shall count the ballots and shall announce the vote.

4. A department chairman in office on the date of execution of this Agreement, shall serve in that capacity until July 1, 1975, and shall be eligible for election as a department chairman pursuant to the provisions of Section 3 of this Article.

5. In the event a department chairman does not complete his term of office, a successor shall be elected to complete his term of office in accordance with the relevant provisions of Section 3 of this Article.

ARTICLE XVIII

SALARY AND FRINGE BENEFITS

1. The minimum academic year salary of a faculty member employed by the College shall be:

Academic Rank	1974 - 75 Academic Year	1975 - 76 Academic Year	1976 - 77 Academic Year
Instructor	$ 9,750	$ 10,000	$ 10,250
Assistant Professor-MA	10,500	10,750	11,000
Assistant Professor-Ph.D.or terminal degree	12,500	12,750	13,000
Associate Professor	13,750	14,000	14,250
Professor	16,750	17,000	17,250

2. A faculty member employed for the 1973-74 academic year and re-employed for the 1974-75 academic year shall receive a salary increase of 8.5% over his 1973-74 academic year salary.

3. A faculty member employed for the 1974-75 academic year and re-employed for the 1975-76 academic year shall receive a salary increase of 7.5% over his 1974-75 academic year salary.

4. A faculty member promoted to a higher academic rank shall receive the salary increase to which he is entitled pursuant to Section 2 or Section 3 of this Article plus a promotion increase equal to the difference between the minimum academic year salary provided for in Section 1 of this Article and his academic year salary for the academic year in which his promotion is effective but in no event shall this increase

be less than $500.

5. A faculty member who teaches a credit course in the 1974, 1975 or 1976 Summer School Session of the College shall be paid the following salary for each credit hour of teaching:

Instructor	$ 300
Assistant Professor	$ 325
Associate Professor	$ 355
Professor	$ 400

6. The College shall continue to provide the following fringe benefits to faculty members according to the conditions in effect during the 1973-74 academic year: TIAA/CREF, Individual Major Medical Insurance, Total Disability Insurance, Group Life Insurance and Accidental Death Insurance.

7. Within sixty (60) days but no later than thirty (30) days prior to September 1, 1976, the College and the Chapter shall reopen negotiations concerning academic year salaries and fringe benefits for the academic year 1976-77 and 1977 Summer School Session salaries only. In the event no agreement is reached on or before August 31, 1976, the provisions of Article XXXIII (Work or Business Interruption) shall be suspended effective September 1, 1976, and shall remain suspended until an agreement is reached.

ARTICLE XIX

OUTSIDE EMPLOYMENT

1. A faculty member may undertake outside employment provided however that this employment does not interfere with his faculty responsibilities and that this employment is reported to the College.

2. For purposes of this Article, faculty responsibilities are the obligation to meet all classes regularly, to keep all required office hours, to meet all responsibilities concerning the submission of grades and other reports, and to participate fully in all assigned or elected committee work.

ARTICLE XX

FACULTY HANDBOOK

1. The following provisions in the Faculty Handbook shall remain in effect during the duration of this Agreement unless changed by mutual written consent of the Faculty Council and the College:

(i) Academic Freedom

(ii) Faculty Children Tuition Exchange

(iii) Professional Meetings and Conferences

(iv) Faculty Aid and Research Funds

(v) Under the title Faculty Services and Facilities: Admission to College Events; Automobiles and Parking, except, however, it is understood that the location of parking facilities is subject to change; Check Cashing; Classroom Maintenance; Computer Center, except, however, it is understood that faculty access to the Computer Center is dependent on the continuation of the Computer Center; Dining Hall and Hawk's Nest; Faculty Lounge and Health Office, except, however, it is understood that the location of the Lounge and/or Health Center is subject to change; Library; and Secretaries-Faculty.

2. The amount of money allocated by the College during the 1973-74 academic year to facilitate the attendance of faculty members at professional meetings and conferences and to the Faculty Research Funds shall be the minimum amount of money which the College shall allocate for this purpose and to these Funds respectively during each academic year.

ARTICLE XXI

FACULTY TUITION DISCOUNT

Faculty, spouses and dependent children of faculty members, if admitted to any credit-granting educational program administered by the College, shall not be charged tuition. Children of faculty members, if admitted to the Wagner College

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Nursery School shall be charged one-half tuition provided, however, that if there is a major structural change in the educational program of the Nursery School, the College may reopen negotiations concerning tuition.

ARTICLE XXII

JURY DUTY

1. Except as otherwise provided in Section 2 of this Article, faculty members who are required to report to Court in person in response to a jury duty summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury, shall receive their regular salary during these absences, less their jury pay.

2. Faculty members who are required to report to Court in person in response to a jury summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury shall receive their regular salary during these absences when these jury duties are performed (1) while on paid leave, (2) after the termination of the academic year and prior to the commencement of the immediately succeeding academic year and the faculty member is not then teaching at the College, or (3) on a holiday.

ARTICLE XXIII

SICK LEAVE

1. Each faculty member shall be granted sick leave with pay for accident or illness according to the following terms and conditions:

(i) sick leave with pay shall be granted for a period up to six (6) months annually;

(ii) in the event sick leave with pay exceeds seven (7) consecutive days, the faculty member shall submit the appropriate forms, which shall be available in the Personnel Department, required for disability insurance and/or Workmen's Compensation.. Such payments and compensation shall be paid over to the College.

(iii) sick leave with pay shall be granted only if the office of the Academic Dean is notified as soon as is reasonably possible of the faculty member's accident or illness and of his projected period of absence.

2. A faculty member shall be granted sick leave with pay if she is unable to work because of disability arising out of or connected with pregnancy or recovery therefrom.

3. Should a question arise as to the ability of a faculty member to work, the College may request the faculty member at that time and monthly thereafter to submit a statement from his physician that he is able to perform his duties.

ARTICLE XXIV

SABBATICAL LEAVES

1. Except as otherwise provided in Sections 2, 3 and 4 of this Article, the provision entitled Leaves: Sabbatical in the Faculty Handbook shall remain in effect during the duration of this Agreement unless changed by mutual written consent of the Faculty Council and the College.

2. To be eligible for a sabbatical leave, a faculty member must have six years of full-time service at the College.

3. (a) Except as otherwise provided in Section 3(b) of this Article, the number of sabbatical leaves each year shall be three (3).

(b) For compelling financial reasons, the College, after consultation with and review by the Faculty Council, may reduce the number of sabbatical leaves available each year.

4. All health and Welfare Benefits shall be provided a faculty member on sabbatical leave.

ARTICLE XXV

LEAVES OF ABSENCE WITHOUT PAY

1. Except as otherwise provided in Section 2 of this Article, the provision entitled Leave of Absence in the Faculty Handbook shall remain in effect during the duration of this Agreement unless changed by mutual written consent of the Faculty Council and the College.

2. (a) Effective September 1, 1974, leaves of absence without pay shall not count as faculty service for the purpose of sabbatical leave or reappointment with automatic tenure except that leaves of absence without pay for advanced study or other scholarly activities directly related to the future performance of his academic duties at the College shall count as faculty service of the purpose of sabbatical leave or reappointment with automatic tenure if this leave does not exceed one (1) academic year.

(b) Faculty service credit within the meaning of Section 2(a) of this Article shall be granted only with the approval of the Faculty Affairs Committee.

ARTICLE XXVI

MATERNITY LEAVE WITHOUT PAY

A faculty member shall be granted maternity leave without pay for a period of up to one year provided she notifies the College of her pregnancy at least four (4) months prior to the expected date of delivery and notifies the College of her intention to take maternity leave without pay at least thirty (30) days before the leave begins. If a faculty member on maternity leave of absence without pay decides not to return to the College, she shall inform the College of her decision at least two (2) months prior to her expected date of return.

ARTICLE XXVII

FACULTY WORKLOAD

1. (a) The workload of a faculty member shall include: (i) classroom teaching, (ii) counseling students, and/or (iii) service on faculty or other College Committees.

(b) These obligations shall be met pursuant to the following schedule, except as explicitly modified in Section 1(e) of this Article:

(i) twelve (12) credit hours of teaching each semester but not less than ten (10) contact hours a week.

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(ii) No more than four (4) hours per week of scheduled office hours for student consultation if the faculty member is obligated to fifteen (15) or more contact hours a week and, except as provided in Section 1(e)(ii) of this Article, no more than six (6) hours per week of scheduled office hours for student consultation.

(c) Committee service obligation shall be deemed met by a faculty member who is elected to the Faculty Council, elected to a permanent faculty committee, elected to the Faculty Personnel Committee, elected as President or First Vice-President of the Chapter or appointed by the President to other committees. The extent to which service on other faculty or other College committees shall be deemed to meet this obligation shall be determined by the Faculty Council in consultation with and with the approval of the Academic Dean.

(d) Teaching hours and office hours for student consultation which shall cover four (4) days a week, unless otherwise approved by the Academic Dean, shall be reported to the Academic Dean at the beginning of each semester.

(e) The schedule referred to in Section 1(b) of this Article shall be modified only as follows:

(i) The teaching load of department chairmen in departments having fewer than 50 majors shall be reduced by one, three (3) credit course or the equivalent per academic year. The teaching load of department chairmen

in departments having more than 50 majors shall be reduced by one, three (3) credit course per semester. In certain "large" departments, which may be defined as departments with graduate programs enrolling more than 100 students or in departments where the chairman performs administrative duties beyond those that are regularly expected, an additional course load reduction for the chairman may be granted by the Academic Dean.

(ii) Faculty members having no committee assignments may be assigned a greater scheduled student consultation load up to a maximum of eight (8) hours per week.

(iii) Faculty members having research obligations may be assigned reduced committee and scheduled student consultation obligations. In addition, these faculty members may be assigned a reduced teaching load if they are funded by external sources. Faculty with outside research funds shall be obligated to return to the College reasonable overhead expenses from these funds.

(iv) A faculty member may agree to teach more than twelve (12) credit hours per semester if his teaching load in the succeeding semester is similarly reduced from twelve (12) credit hours or if he is compensated at the appropriate summer session salary rate for each credit hour taught in excess of twelve (12) credit hours. A faculty

member shall teach no more than one course an academic year as "overload".

(v) A faculty member may agree to assume additional scheduled student consultation and committee obligations.

(vi) Thesis supervision and student teacher observations may be assigned as "overload". Extra compensation for these assignments shall be in accord with present College policy.

2. The average student-faculty ratio per department each academic year shall be determined by the Academic Dean, after consultation with and review by the Faculty Council.

3. The distribution of a faculty member's workload in accordance with the provisions of Section 1(b) of this Article, except as explicitly modified by Section 1(e) of this Article, shall be mutually agreed to between the faculty member and the department chairman or, in the event of disagreement, shall be determined by the Academic Dean.

ARTICLE XXVIII

REDUCTION OF FACULTY

A. Basis of Reduction and Procedures

1. In the event of a need to reduce the size of the faculty because of the elimination or curtailment of courses of instruction or because of bona fide financial exigency reduction of the faculty shall be on the following basis:

(1) Reduction shall first take place among non-tenured faculty members in the department affected on the basis of seniority, except where the affected department determines, in consultation with and with the approval of the President, on the basis of a faculty member's contribution to the department and/or the College, that seniority should not prevail. The immediately preceeding sentence is subject to the proviso that the faculty member is qualified to teach at least twelve (12) credit hours which otherwise would be taught by a less senior non-tenured faculty member in his department. In no event shall a non-tenured faculty member be given notice of non-reappointment for the reasons stated in "1" above, if he is qualified to teach at least twelve (12) credit hours which otherwise would be taught by persons other than faculty members.

(ii) Reduction shall then take place among tenured faculty members in the department affected on the basis of seniority. The immediately preceeding sentence is subject to the proviso that the faculty member is qualified to teach at least twelve (12) credit hours which otherwise would be taught by a less senior tenured faculty member in his department. In no event shall a tenured faculty member be terminated for the reasons stated in "1" above if he is qualified to teach at least twelve (12) credit hours which otherwise would be taught by a non-tenured faculty member.

2. A faculty member who is to be terminated for the reasons stated in "1" above shall be given notice of non-reappointment in accordance with the schedule stated in Article X, Part B (Faculty Reappointments and Promotions) of this Agreement except where the faculty member is to be terminated because of bona fide financial exigency in which case the granting of appropriate notice shall be afforded high financial priority.

3. (a) Seniority for nontenured faculty members for purposes of Part A of this Article shall be based upon the total number of years of teaching in a department except where a faculty member has taught in more than one department in which case seniority shall be based upon the total number of years of teaching at the College.

(b) Seniority for tenured faculty members for purposes of Part A of this Article shall be based upon the total number of years of teaching in a department as a tenured faculty member except where a faculty member has taught in more than one department as a tenured professor in which case seniority shall be based upon the total number of years of teaching at the College as a tenured professor.

(c) All tenured faculty members shall be deemed to have greater seniority than all non-tenured faculty members.

4. Decisions as to the qualifications of faculty members for the purposes of Part A, Sections 1(i) and (ii) of this Article shall be made by the Faculty Personnel Committee after consultation with the faculty members concerned, the affected department, and appropriate academic officers. The decision of the Faculty Personnel Committee shall be final and binding and shall not be subject to the provisions of Article XXXII (Grievance and Arbitration) of this Agreement.

B. Recall

1. For a period of two (2) years following the terminal date of employment of a non-tenured faculty member or a tenured faculty member terminated pursuant to Part I of this Article, that faculty member shall be recalled by the College in the event that the College gives courses of instruction sufficient to provide at least twelve (12) credit hours of instruction which the terminated faculty member is qualified to teach and these courses were not being taught by faculty members at the College on the terminal date of employment.

2. Recall order shall be determined in accordance with the procedures set forth in Part A of this Article. In no event shall a non-tenured faculty member be recalled before a tenured faculty member.

3. In the event of recall, the faculty member shall have a period of one (1) year from the date of recall to accept or to reject the recall.

ARTICLE XXIX

RETIREMENT

A. Mandatory Retirement

1. A faculty member shall retire at the end of the retirement year in which he is age sixty-five (65), except that, the College may reappoint retired faculty members, after consultation with and review by the department affected and the Faculty Personnel Committee, on an annual basis for not more than five (5) additional annual appointments in the same or different academic rank.

2. The retirement year is September 1 to August 31.

B. Retirement Status and Benefits

1. All retired faculty members shall have emeritus status, if they have taught at least twenty (20) years at the College or upon the recommendation of the Faculty Council and with the approval of the College.

2. All retired faculty members, at their request shall be listed in the faculty directory, shall be invited to participate in college ceremonies, may attend faculty meetings without the right to vote, shall have library

privileges, and shall have the same discounts on purchases at College-operated facilities as faculty members.

3. The College shall continue to provide major medical coverage to retired faculty members with ten (10) or more years of service to the College.

ARTICLE XXX
COLLEGE CALENDAR

An official College Calendar shall be published each year. It shall be prepared by the Academic Dean subject to the approval of the Faculty Council and with the approval of the President. Modification of the Calendar during the year may be made by the President after consultation with the Faculty Council in order to meet unforeseen circumstances.

ARTICLE XXXI
ATTENDANCE AT COLLEGE MEETINGS AND CEREMONIES

1. All faculty members shall attend regular meetings of the faculty and commencement exercises unless excused by the President or his designee.

2. Faculty attendance at special convocations and baccalaurate ceremonies shall be voluntary.

ARTICLE XXXII

GRIEVANCE AND ARBITRATION

A. Informal Procedures for the Resolution of Complaints and Grievances

1. The College and the Chapter acknowledge the desirability of resolving differences and disputes arising out of this Agreement on an informal basis.

2. Any difference or dispute arising out of this Agreement may be resolved informally, with a representative of the Chapter present, if requested by the faculty member(s), so long as the resolution is not inconsistent with the terms of this Agreement.

3. Notwithstanding the procedures used by the parties during the informal discussions referred to in Part A, Section 2 of this Article, the formal grievance procedures set forth in Part B and Part C of this Article must be strictly adhered to by the complaining party who may be a faculty member, a group of faculty members, the Chapter or the College. In the event these procedures are violated by the complaining party, the grievance automatically shall be denied or upheld, as the case may be.

B. Formal Grievance Procedures - Step 1

1. Formal grievance procedures may be invoked by a faculty member(s), the Chapter, or the College only to the extent that the complaining party alleges that there has been a violation of this Agreement, including those provisions in the Faculty Handbook incorporated in this Agreement by reference.

2. (a) The complaining party shall file his grievance within twenty (20) days of the date that he knew or should have known of the alleged violation of this Agreement, but in no event, shall a grievance be filed later than one hundred twenty (120) days after the alleged violation occured.

(b) A grievance shall be filed in writing and shall state the reasons for the grievance in detail and the remedy sought.

(c) If the grievant is a faculty member(s), or the Chapter, the grievance shall be filed with a person designated by the College to receive grievances. If the grievant is the College, the grievance shall be filed with the President of the Chapter.

C. Formal Grievance Procedures - Step 2

1. If the grievance is not satisfactorily resolved at Step 1 within twenty (20) days of the date it was filed, the complaining party may notice the grievance for arbitration

before the American Arbitration Association according to the rules of the Association.

2. (a) The arbitration shall be held within thirty (30) days of receipt of the notice by the Association and shall be conducted in accordance with the rules of the Association.

(b) In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.

(c) The decision of the arbitrator shall be final and binding.

(d) The fees and expenses of the Association and its arbitrator shall be borne equally by the parties.

ARTICLE XXXIII

WORK OR BUSINESS INTERRUPTION

1. (a) Except as otherwise provided in Article XVIII, Section 7 (Salary and Fringe Benefits) of this Agreement, no faculty member, officer or representative of the Chapter will, for any reason, call, sanction, approve or engage in any strike, slow-down, mass resignation, refusal to work, or any action which constitutes a complete or partial work stoppage or which disrupts the educational process of the College in any way during the duration of this Agreement.

(b) In the event that any member of the faculty engages in any of the activities stated in Section 1(a) of this Article, the President of the Chapter shall, upon request of an appropriate College official, immediately notify the faculty member involved that the activity is improper and direct them to cease the activity and to resume their regular duties.

2. Except as otherwise provided in Article XVIII, Section 7 (Salary and Fringe Benefits) of this Agreement, the College shall not lock out any member of the bargaining unit during the duration of this Agreement.

ARTICLE XXXIV

EXCHANGE OF INFORMATION

1. The College and the Chapter agree to consider and to acknowledge all requests for information properly submitted by one to the other. A request for information submitted in writing shall be acknowledged in writing.

2. The College shall provide the Chapter with notice of all persons employed in the bargaining unit after September 1, 1974 within thirty (30) calendar days of the date of execution of this Agreement or within thirty (30) calendar days of the date of employment, whichever is later, and notice of all changes in faculty and academic staff status within thirty (30) calendar days of the date of the change.

3. All written communications from the College shall be sent to the President of the Chapter. All written communications from the Chapter to the College shall be sent to the President.

ARTICLE XXXV
SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared illegal, void or invalid by any final court of competent jurisdiction or court of competent jurisdiction from which a timely appeal has not been taken, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXVI
INTEREST SUCCESSION

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective successors and assigns.

ARTICLE XXXVII

DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 1, 1974 and shall continue in full force and effect until August 31, 1977.

2. Except as otherwise provided in Article XVIII, Section 7 (Salary and Fringe Benefits) of this Agreement, if the College or the Chapter desires to modify or amend this Agreement, effective September 1, 1977, it shall notify the other party to that effect not less than ninety (90) days prior to September 1, 1977. Should neither the College nor the Chapter so notify the other party, this Agreement shall continue in full force and effect for an additional year.

PRESIDENT, WAGNER COLLEGE

PRESIDENT, WAGNER COLLEGE CHAPTER AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

CHAIRMAN, NEGOTIATING TEAM

CHAIRMAN, NEGOTIATING TEAM

NEGOTIATING TEAM
Norbert H. Leeseberg
William E. Maher
Egon O. Wendel

NEGOTIATING TEAM
Helen Annan
E. Thomas Henkel
George D. Rappaport
Johann C.F. Schulz
Robert P. Volyn

EXHIBIT A

AUTHORIZATION FOR DEDUCTION OF PROFESSIONAL DUES

I hereby authorize and direct Wagner College ("College") to deduct each month from the salary due me an amount equal to the monthly professional dues of the Wagner College Chapter of the American Association of University Professors ("Chapter") which the Chapter certifies to the College is the correct amount of monthly dues, and I hereby authorize the College to forward the dues to the Treasurer of the Chapter.

This authorization shall be irrevocable for the period of one year from the date this authorization is signed or until the termination of the Collective Bargaining Agreement between the College and the Chapter, whichever occurs first.

I further agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding Collective Bargaining Agreement between the College and the Chapter, whichever shall be shorter, unless written notice is given by me to the College and the Chapter not more than fifteen (15) days prior to the expiration of each period of one year, or of each succeeding Collective Bargaining Agreement between the College and the Chapter, whichever occurs first.

_____

Dated: New York, New York

LETTER OF AGREEMENT

The College and the Chapter agree to establish a committee to study the feasibility of establishing a flexible retirement plan at the College. This committee shall be chaired by the Academic Dean. In addition to the Academic Dean, the members of the committee shall be one administrator appointed by the President or his designee and two faculty members appointed by the President of the Chapter.

This committee shall schedule regular meetings and shall present a report to the College and to the Chapter upon completion of their investigation.

Wagner College

Wagner College Chapter,
of the American Association
of University Professors

MEMORANDUM OF UNDERSTANDING

It is hereby understood and agreed that references to the Faculty Handbook in the Collective Bargaining Agreement between Wagner College and the Wagner College Chapter of the American Association of University Professors, September 1, 1974 - August 31, 1977, are as follows and as attached to this Memorandum:

1. Article XVI (Powers and Organization of the Faculty), Part B, Section 2 - pps. 68 (I) - 75 (including Exhibit C).

2. Article XVII (Academic Departments), Section 1 --pps. 17 - 21.

3. Article XX (Faculty Handbook)

Section 1 (i) - p. 30

(ii) - p. 56

(iii) - p. 57

(iv) - p. 58-62 - entitled in the text "Faculty and Research Funds"

(v) - pp. 63 - 66 - as indicated in the attachment

4. Article XXIV (Sabbatical Leaves) Section 1 - pps. 56 - 57.

5. Article XXV (Leaves of Absence Without Pay)

Section 1 - p. 57.

Wagner College

E. Thomas Hewlett

Wagner College Chapter
of the American Association
of University Professors